

Terre Haute

REV. 10/14/2015

AUCTION RULES ARBITRATION

1. All cars purchased must be arbitrated within one hour of time sold. Cars sold on an "IF" must be arbitrated within one hour of time "IF" is ok'd.
2. Ride and Drive Guarantee must have \$200.00 worth of repair to any one non-visible item to be rejected.
3. Auction Guarantee covers rod bearings, main bearings, rear end, transmission (including clutch and torque converter), and four wheel drive (Hubs and transfer case only).
4. AS IS units sold cannot be rejected for a defect. You own the unit. All cars selling for \$ 1500.00 or less are automatically "AS IS."
5. The seller is responsible for declaration of miles on all units 9 years old and newer. All units 10 years and older are sold Exempt unless seller provides actual mile documentation. Federal law requires no odometer disclosure on vehicles 10 years or older. The Auction will not arbitrate on vehicles 10 years or older because of mileage. The auction does not warranty or guarantee odometer readings or odometer statements.
6. No vehicle can be arbitrated for smoking, brakes, cracked windshield, noisy lifters, visible defects, or noisy air compressor (including if the belt is off the compressor).
7. Current year models with paint and body repair and / or vehicles guaranteed to have no paint work must be announced or is cause for rejection, day of sale only.
8. Frame damage is returnable only on current models and six years back. No returns after seven days. This rule does not apply to vehicles sold "AS-IS."
9. Vehicles sold with alteration of pollution systems can be arbitrated within one hour if not announced. If sold "AS IS" this rule does not apply.
10. Police cars and Taxicabs and Grey-market cars must be announced or is cause for being returned. No returns after 60 days.
11. Manufacturer's Warranty- The auction will not become involved with Manufacturer's warranty regardless of year model.
12. Dealers are responsible for any cars they are test-driving.

POLICIES

13. All dealers buying or selling must be registered through the office and are required to use Buyers Card and have a visible Bidders Badge in the auction lanes.
14. Dealers must announce title attached vehicles at the time of sale and produce a reassignable title to the office within 22 days of date vehicle is sold, or buyer has the option of returning the vehicle. Buyers do not sell or spend money on TA vehicles until the title is received. The auction will not be responsible for any expenses for return of TA vehicles. After the 22nd day, if the buyer elects not to return the vehicle immediately, whichever arrives at the auction first, either the vehicle or the title will take precedence. The seller will be charged a \$25 TA fee if the title is not received within 22 days. No Exceptions.
15. There will be Absolutely No Outside Sales. All cars must run across the block and all transactions

must clear through the office. Disregard of this rule is grounds for termination of business.

16.No vehicle will sell without proper vehicle identification plate.

17.Stolen vehicles are settled at 2% per month depreciation on original purchase price.

18.Dealers are asked not to remove keys from any car on the consignment lot.

19.Vehicles left on lot must be re-registered for the next week's sale or be picked up within 3 days or the auction assumes no responsibility for vehicles left over 3 days. This Auction assumes no responsibility for vehicle damage on property that was not done by an auction employee, for any items or accessories missing from your vehicle while on these premises, or for fire, theft or any other damage to vehicles caused by an act of God.

20.The Auction does not guarantee model years or condition of boats, motorcycles, recreational vehicles, dune buggies, kit cars, and other misc. vehicles. All of the aforementioned are sold AS IS. No exceptions.

21.On vehicles returned for any reason, the seller is responsible for all related auction fees. On vehicles returned due to misrepresentation by seller, the seller will be responsible for all auction fees and reasonable transportation.

22.All Canadian Vehicles that have had an odometer conversion must be announced "Canadian Vehicle" or is cause for return (7 Days from the time of sale only).

23.Any brands on titles must be announced or is cause for return. Brands include salvage, rebuilt, manufacturer buyback, or lemon. Previous brands that are clean titles now must also be announced.

24.Any vehicle being sold with a Salvage Title, Rebuilt Title or reported by Auto Check with Major Damage History will not be considered to be a rejectable or returnable item for Frame Damage. (Buy it to have possible frame damage).

25.This auction provides AutoCheck as a free service to our dealers and any announcements in AutoCheck that are not a brand on a title will only be announced on current year models and six (6) years back. (Except for Frame & Unibody Damage) This auction is not responsible for any discrepancies from data provided to you. It is the responsibility of the buyer to do their own research on cars purchased.

26.The sales at this auction are intended to promote fair and ethical treatment to both the Buyer and Seller. If the auction determines that the transaction is not fair and ethical to either party, the Seller and Buyer agree that the auction may cancel the sale, at its sole discretion.

PAYMENT

27.All cars must be paid for by the end of sale day unless approved by management. No Exceptions. A \$50 fee will be assessed if the vehicle is not paid for by this time or the auction is not notified of the dealer using a Floor Plan Company.

28.If a dealer is denied availability by a Floor Plan Company, the dealer is still responsible for payment.

NUMBER SYSTEM

1.No Buy-Back fee if 5 or more vehicles are consigned. Anything less than 5 vehicles will be charged a \$10.00 Buy-Back Fee per No Sale.

2.Any number cancelled after 12 p.m. Monday will receive a \$15.00 Unused Reserve Number Charge.

